

## REMARKS

This Response is submitted in response to the Office Action dated February 6, 2004. A Petition for a Three-Month Extension of Time is submitted herewith. A check in the amount of \$950.00 is submitted herewith to cover the cost of the Three-Month Extension of Time. Please charge Deposit Account No. 02-1818 for any additional fees.

Claims 1, 2, 9, 10, 20, 27, 29, 36 and 37 have been amended herein. Claims 14, 35 and 38 to 40 were previously cancelled without prejudice or disclaimer.

In the Office Action, Claims 1, 2, 5, 8 to 11, 15, 20, 23, 27, 29, 30, and 35 to 37 under 35 U.S.C. § 103(a) were rejected as being unpatentable over Thomas et al., U.S. Patent No. 6,322,309 ("*Thomas*"), in view of Fier, U.S. Patent No. 6,126,542 ("*Fier*"). Claims 3, 4, 12, 13, 21, 31 and 32 were rejected under 35 U.S.C. § 103(a) as being unpatentable over *Thomas* with *Fier* and in further view Mayeroff, U.S. Patent No. 6,231,442 ("*Mayeroff*"). Claims 6, 7, 24 and 25 were rejected under 35 U.S.C. § 103(a) as being unpatentable over *Thomas* with *Fier* in view of Bennett, U.S. Patent Application Publication 2003-0073481 A1 ("*Bennett*"). Claims 16, 17 and 26 were rejected under 35 U.S.C. § 103(a) as being unpatentable over *Thomas* with *Fier* in view of Holmes, U.S. Patent No. 5,882,259 ("*Holmes*"). Claims 18 and 19 were rejected under 35 U.S.C. § 103(a) as being unpatentable over *Thomas* with *Fier*, *Mayeroff* and *Holmes*. Claims 22, 29 and 32 were rejected under 35 U.S.C. § 103(a) as being unpatentable over *Thomas* with *Fier* in further view of Kamille, U.S. Patent No. 5,092,598 ("*Kamille*"). Claims 33 and 34 were rejected under 35 U.S.C. § 103(a) as being unpatentable over *Thomas* with *Fier* in view of Walker, U.S. Patent No. 6,001,016 ("*Walker*").

Generally, the amended claims are directed to one embodiment of the present invention that includes two types of awards. One type includes credits provided upon the player's picks of selections yielding credit symbols. The other type is based on how many of a number of award or jackpot symbols is accumulated. As seen in Fig. 8 of the present application, the player is provided with a series of masked selections. The selections yield either credit values or jackpot symbols. The game accumulates the credits as the player selects the credit symbols 118. The game also accumulates

portions of a jackpot award as the player selects jackpot symbols 120. In the end, the player is paid a total overall award. The specification on pages 25 and 26 discloses one preferred implementation of the present invention. The text states:

In one preferred embodiment, the first pyramid is worth twenty-five, the second twenty-five, the third fifty, the fourth one fifty, the fifth two fifty, the sixth forty-five hundred and the seventh nine hundred ninety-five thousand five hundred credits.

The embodiment disclosed is distinguished over all the prior art taken individually and as a whole. That is, none of the prior art references shows a jackpot award wherein a portion of the award is provided upon each acquisition of one of the award symbols.

*Thomas* beginning at column 11, line 37 teaches the provision of coins or credits for obtaining individual MONOPOLY™ properties and supplemental coins or credits for completing a particular color group or property type group. A group must be completed to achieve the supplemental award. No portion of the supplemental award is provided for acquiring one of the colors of the group or for obtaining one of the properties of the property groups.

In particular, *Thomas* teaches that the player could perhaps select Boardwalk for the first selection, Marvin Gardens for the second selection, Short Line Railroad for the fourth selection and so on. Coin(s) or credit(s) are awarded for each property. Supplemental coin(s) or credit(s) are provided only when a selection "completes" (line 45) a particular color group (e.g., yellow, red, green, blue, etc.) or property type group (e.g., railroads or utilities). One example of the supplemental award is given as follows:

More specifically, suppose that the selection of Boardwalk is worth 50 coins or credits and the selection of Park Place is worth 40 coins or credits. If a player were to select both Boardwalk and Park Place in the bonus game and thereby complete the "blue" property group, such selection might produce a supplemental award of 90 coin(s) or credit(s), in addition to the individual awards of 50 coins for Boardwalk and 40 coins for Park Place. The completion of any other color group or type group will similarly result in a supplemental award appropriate to the particular group, as defined in the game program (col. 11, lines 53 to 64).

If Boardwalk and Park Place are taken to be the credit symbols of the present claims, then *Thomas* fails to show separate award symbols of the present claims that accumulate towards a jackpot award. Also, as the quoted passage indicates, no portion of the supplemental 90 coin(s) or credit(s) is provided if the player obtains, e.g., only Boardwalk.

If Boardwalk and Park Place are instead taken to be award symbols, then *Thomas* fails to show separate credit symbols that only yield credits. Col. 11, line 25 indicates that the selections of *Thomas* provide properties, utilities, railroads and end-bonus outcomes. The above-quoted passage (lines 53 to 64) states that the "completion of any other color group or type group will similarly result in a supplemental award". Accordingly, *Thomas* does not appear to disclose selections other than properties, utilities and railroads that could account for the claimed separate credit symbols assuming Boardwalk, Park Place, and Short Line Railroad, for example, are taken to be award symbols. *Thomas* therefore fails to show, teach or suggest the presently amended claims, which include credit yielding symbols and award symbols that provide partial awards for obtaining less than all of the award symbols needed for the jackpot.

The claims each include other features that distinguish over *Thomas*. For example, Claims 1, 10 and 29 provide that each of the award symbols is needed to obtain the jackpot award. If Boardwalk, Park Place, and Short Line Railroad, for example, are taken to be award symbols, *Thomas* instead teaches that less than all the award symbols can yield a jackpot or supplemental award, e.g., 90 credits for only obtaining the Boardwalk and Park Place symbols. Claims 20, 27 and 36 each have features relating how many of the total number of selections need to result in award symbols for the player to win a larger or jackpot award. These features have been discussed extensively in previous responses and are believed to distinguish over *Thomas* because *Thomas* enables picks of selections until an end bonus outcome is selected.

The other references of record fail to cure the deficiencies of *Thomas* and do not with *Thomas* make out a prima facie case of obviousness. For example, *Fier* shows a

paytable in column 7 that highlights the difference between the prior art and the claims of the present invention. The column states:

Pair of Jacks or Better – 5 units  
Two Pair – 10 units  
Three of a Kind – 15 units  
Straight – 20 units  
Flush – 25 units  
Full House – 100 units  
Four of a Kind – 1,000 units  
Straight Flush – 10,000 units  
Royal Flush – 1,000,000 units

It is clear from the above paytable that the player is not provided a portion of the jackpot for achieving one award symbol and then provided another portion of the jackpot for achieving another award symbol. For instance, the player who achieves four of a kind is provided 1,000 units and is not additionally provided 10 units for achieving two pair or 15 units for achieving three of a kind. In contrast, the player of the present invention is provided 25 credits for achieving the first award symbol, another 25 credits for achieving the second award symbol and so on until achieving the seventh award symbol, wherein the player is provided the remainder of the jackpot award.

*Kamille* does not remedy the deficiencies of *Thomas* and *Fier*. *Kamille* at Fig. 3 illustrates that the player wins a dollar for achieving one spade, two dollars for achieving two spades, five dollars for achieving three spades and twenty-five dollars for achieving four spades. Fig. 4 of *Kamille* shows that six matches wins forty dollars. Seven matches wins two hundred eighty-four dollars. Eight matches wins two thousand dollars. Nine matches wins nine thousand dollars and ten matches wins thirty-eight thousand dollars. The player who finds ten matches does not win thirty-eight thousand dollars plus nine thousand dollars for finding nine matches, two thousand dollars for finding eight matches and so on. Likewise in Figs. 1 to 3, the player who achieves four spades and wins twenty-five dollars does not also win five dollars for winning four spades, two dollars for winning two spades and one dollar for achieving one spade.

In Fig. 3 of *Kamille*, if one accepts the twenty-five dollars prize for obtaining four spades as being the jackpot, then the teaching clearly fails because the player does not also receive the one dollar, two dollar and five dollar prizes, which would have to be

analogous to the portion payouts of the claims. If, on the other hand, one assumes the jackpot awarded to be the addition of all four payable components, namely, a jackpot of thirty-three dollars, the teaching here clearly fails to show the claims because the player could never actually win the thirty-three dollar jackpot. It should be appreciated that the payable of Fig. 4 of *Kamille* fails for the same reasons. Likewise, Fig. 8 of *Kamille* shows that the player has to match three symbols in three tries. The player presumably wins nothing for finding only one or two of any symbol.

Stated simply, the references alone or in combination do not teach or suggest providing an overall jackpot award that is divided into portions, where those portions are paid out to the player as the player achieves the portions towards winning the overall award.

For the foregoing reasons, Applicants respectfully submit that the claims as presently presented are currently in condition for allowance. Claim 1 highlights that the processor provides the player with a portion of the jackpot award for each choice of one of the award symbols and provides the player the remainder of the jackpot award when then accumulated award symbols reach the winning combination.

At least Claims 2, 9 and 37 provide further distinguishing features over the prior art discussed herein. Claims 2 and 37 (depending from 35) highlight that the portions preceding the remainder of the jackpot award accumulate to less than one percent of the remainder of the jackpot award. The claims are supported by the specification section quoted above. Claim 9 further highlights that in one embodiment the player is provided at most eight player selections, wherein seven of the eight must yield award symbols for the player for the player to receive the entire jackpot.

Independent Claims 10, 20 and 36 include similar features as those specified in connection with Claim 1. Accordingly, for each of the reasons discussed above, Applicants respectfully submit that Claims 1, 10, 20 and 36 and Claims 2 to 9, 11 to 13 and 15 to 19, 21 to 26 and 37 that depend respectively from independent Claims 1, 10, 20 and 36 are each patentably distinguished over the art cited in this Office Action and are in condition for allowance.

Independent Claims 27 and 29 specify that the player accumulates a portion of the award for each pick of one of the award symbols and that the award portions total to an overall award if each of the award symbols is picked within a number of picks. Applicants respectfully submit that neither *Thomas*, *Fier* nor *Kamille*, alone or in combination, teaches such features. Accordingly, Applicants respectfully submit that independent Claims 27 and 29, and Claims 28 and 30 to 34 that depend respectively from Claims 27 and 29, are each distinguished over the references cited in the Office Action and in condition for allowance.

An earnest endeavor has been made to place this application in condition for formal allowance and in the absence of more pertinent art such action is courteously solicited. If the Examiner has any questions regarding this Response, applicant respectfully requests that the Examiner contact undersigned.

Respectfully submitted,

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